

# United States District Court

EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

CELESTE DAVIS	§	
	§	
v.	§	Case No. 4:09cv309
	§	(Judge Schneider/Judge Mazzant)
COLLIN COUNTY COMMUNITY	§	
COLLEGE DISTRICT and SUR-SCAN	§	

## **MEMORANDUM ADOPTING REPORT AND RECOMMENDATION OF THE UNITED STATES MAGISTRATE JUDGE**

Came on for consideration the report of the United States Magistrate Judge in this action, this matter having been heretofore referred to the United States Magistrate Judge pursuant to 28 U.S.C. §636. On October 13, 2009, the report of the Magistrate Judge was entered containing proposed findings of fact and recommendations that Collin County Community College District's Motion to Dismiss for Lack of Subject Matter Jurisdiction should be GRANTED and CCCCD's Motion to Dismiss should be DENIED in part and GRANTED in part, and Sur-Scan's Motion to Dismiss for Lack of Subject Matter Jurisdiction should be DENIED in part and GRANTED in part, and Sur-Scan's Motion to Dismiss should be DENIED.

It was further recommended that Plaintiff's claims against CCCCD for negligence, DTPA and breach of contract should be DISMISSED with prejudice and Plaintiff's claims against Sur-Scan for breach of contract should be DISMISSED with prejudice.

Having received the report of the United States Magistrate Judge, and no objections thereto having been timely filed, this Court is of the opinion that the findings and conclusions of the Magistrate Judge are correct and adopts the Magistrate Judge's report as the findings and conclusions of the Court.

It is, therefore, **ORDERED** that Collin County Community College District's Motion to Dismiss for Lack of Subject Matter Jurisdiction (Dkt. #20) is GRANTED and CCCCD's Motion to Dismiss (Dkt. #19) is DENIED in part and GRANTED in part, and Sur-Scan's Motion to Dismiss for Lack of Subject Matter Jurisdiction (Dkt. #22) is DENIED in part and GRANTED in part, and Sur-Scan's Motion to Dismiss (Dkt. #21) is DENIED.

It is further **ORDERED** that Plaintiff's claims against CCCCD for negligence, DTPA and breach of contract are DISMISSED with prejudice and Plaintiff's claims against Sur-Scan for breach of contract are DISMISSED with prejudice.

**IT IS SO ORDERED.**

**SIGNED this 6th day of November, 2009.**



Michael H. Schneider  
MICHAEL H. SCHNEIDER  
UNITED STATES DISTRICT JUDGE